

EXHIBIT Y

1 -----
2 IN THE UNITED STATES BANKRUPTCY COURT
3 IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK
4 -----

5 In re
6 Case No.:19-13895-jlg
7 ORLY GENDER,
8
9 Debtor

10 _____
11 July 1, 2020
12 10:00 a.m.
13
14
15

16 DEPOSITION OF DAVID BROSER, pursuant to
17 Order and held via Zoom before a stenotype reporter
18 and Notary Public in and of the State of New York.
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1 Orly Genger is a party, close quote.

2 Do you see that?

3 A Yes.

4 Q And then you through I believe through
5 Mr. Platco, made a motion to quash the subpoena
6 which is right here in order to show cause, and then
7 if we scroll down forward in support of it he put in
8 an affidavit from you.

9 Do you recall this affidavit? Is
10 that your signature down there?

11 A Yes, that is my signature.

12 Q And that's again is Ms. Genari, who's
13 notarizing it for you, correct?

14 A Correct.

15 Q So, in paragraph 3 it says in the
16 subpoena, one exception is the Settlement Agreement
17 that is referenced the in schedule, however this
18 agreement is strictly confidential and therefor I
19 cannot produce it, moreover, I understand that
20 Defendant, Sagi Ganger, already has a copy of it.

21 Do you see that?

22 A Yes.

23 Q So when said, I have no documents called
24 for in the schedule attached to the subpoena, was
25 that truthful?

1 MR. GARTMAN: Objection to form.

2 A It's what my attorney, my attorneys, gave
3 me to sign.

4 Q Okay. And you understand if your
5 attorneys gives you an affidavit to sign under oath
6 you have an obligation to review it to make sure
7 it's truthful before you sign it?

8 MR. GARTMAN: Objection to form.

9 A I don't know the context of anything
10 except this one piece of paper. I think there are
11 other things back and forth.

12 MR. DELLAPORTAS: Okay. Mr. Gartman, with
13 regard to Mr. Broser in his individual capacity
14 we have no further questions at this time
15 unless, and will not have any more, unless the
16 Court should give us some guidance on the scope
17 of the common interest privilege such that
18 additional materials become available to us
19 pursuant to this ruling.

20 With regards to ADBG, LLC, and the Genger
21 Litigation Trust, we don't believe that based
22 on the answers and the preparation that
23 Mr. David Broser was a qualified rule 30b6
24 witness on many of the key topics which he was
25 asked to testify, so we reserve our right to